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6 Attorneys for Plaintiff  
JOSE CEJA

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
8 FOR THE COUNTY OF LOS ANGELES

9 JOSE CEJA, an individual,

10 Plaintiff,

11 vs.

12 UNITED BUSINESS FREIGHT  
13 FORWARDERS LLC, a New Jersey limited  
liability corporation, and DOES 1 through 50,  
14 inclusive,

15 Defendants.  
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Case No. BC711205

[Assigned for All Purposes to Hon. Daniel S.  
Murphy, Dept. 32]

**FIRST AMENDED COMPLAINT FOR DAMAGES**

1. RETALIATION IN VIOLATION OF LABOR  
CODE § 6310;
2. RETALIATION IN VIOLATION OF LABOR  
CODE § 232.5;
3. RETALIATION IN VIOLATION OF LABOR  
CODE § 1102.5;
4. WRONGFUL TERMINATION IN VIOLATION  
OF PUBLIC POLICY

[DEMAND FOR JURY TRIAL]

Complaint Filed: June 21, 2018

Trial Date: None Set

**FILED**  
Superior Court of California  
County of Los Angeles

AUG 28 2018

Sherri K. Carter, Executive Officer/Clerk  
By Heather Flores, Deputy  
Heather Flores

**By Fax**

1 Plaintiff Jose Ceja ("Plaintiff") hereby brings this First Amended Complaint against Defendant  
2 United Business Freight Forwarders LLC (the "Company" or "Defendant") and Does 1 through 50,  
3 inclusive, and alleges the following on knowledge as to himself and his known acts, and on  
4 information and belief as to all other matters:

5 I.

6 PARTIES

7 1. At all material times mentioned herein, Plaintiff was an individual performing work for  
8 Defendant United Business Freight Forwarders LLC within Los Angeles County. The unlawful  
9 conduct alleged herein occurred in Los Angeles County. Plaintiff is, and at all relevant times mentioned  
10 herein was, a resident of Los Angeles County.

11 2. At all material times mentioned herein, the Company was a New Jersey limited liability  
12 corporation.

13 3. Plaintiff is ignorant of the true names and capacities of Defendants sued herein as  
14 DOES 1 through 50, inclusive, and therefore sues these Defendants by such fictitious names. Plaintiff  
15 will amend this First Amended Complaint to allege the true names and capacities of such Defendants  
16 when the same has been ascertained. Each of the fictitiously named Defendants is responsible in some  
17 manner for the acts complained of herein. Unless otherwise stated, all references to named Defendants  
18 shall include DOE Defendants as well.

19 II.

20 JURISDICTION AND VENUE

21 4. Jurisdiction and venue are proper in this Court because all of the claims alleged herein  
22 arose in Los Angeles County and all of the Defendants were and/or are residents of Los Angeles  
23 County or are doing or did business in Los Angeles County, and/or their principal place of business is  
24 in Los Angeles County, in each case, at all times relevant herein.

25 5. The amount in controversy in this matter exceeds the sum of \$25,000.00, exclusive of  
26 interest and costs.  
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III.

**FACTUAL ALLEGATIONS**

6. Plaintiff worked for the Company as a driver from on or about January 22, 2018 to April 20, 2018. Plaintiff's schedule, hours, and various work messages were communicated to him via text message from the Company's dispatch team, with Jen (last name unknown) acting as the dispatcher on Wednesdays, and Geo (last name unknown) acting as the dispatcher on Thursdays and Fridays. At the time of his termination, Plaintiff earned \$14.00 per hour with benefits including a potential bonus and health insurance.

7. The Company provides delivery services for Amazon through a fleet of drivers and delivery vehicles. Drivers are responsible for loading packages into his or her assigned vehicle, fueling the vehicle as necessary, and delivering 40 to 50 packages per hour. Consistent with these rigorous delivery goals, the Company advertises driver positions for "candidates who enjoy working in a fast-paced environment." In practice, the Company's "fast-paced environment" subjects drivers to deplorable conditions in which they are not given time to use the restroom, take breaks, or take lunch; they are instructed not to stop to use the restroom; they are instructed to bring empty bottles to urinate into while making deliveries; they are advised to speed; they are instructed not to wear seatbelts to maximize their delivery rate; and they are taught how to trick vehicle sensors into registering that the driver is wearing a seatbelt.

8. Not surprisingly, the delivery vehicles reek of urine because drivers are forced to follow Company policy and relieve themselves in bottles rather than risk their delivery rates by taking the time to use a restroom facility. These bottles of urine are frequently left in the vehicles for drivers to find in ensuing shifts, and are littered around the facility in which drivers pick up their delivery vehicle for the day. It was common for Plaintiff to find his assigned vehicle had a bottle of urine in the passenger seat or bottles of urine in the rear.

9. Disgusted by the smell and presence of urine, Plaintiff complained about this issue to numerous Company representatives. Plaintiff complained to the person who assigned delivery vehicles to drivers each morning on at least two occasions. He documented the issue in "van logs" (used by

1 drivers to record issues with the vehicle) on at least three occasions and turned those van logs in to the  
2 dispatchers. Plaintiff complained in person to his dispatcher, Geo, about the urine on at least two  
3 occasions; Geo responded that he would report the issue to his supervisor. Despite his numerous  
4 complaints, however, the urine bottles and smell continued unabated.

5 10. From the inception of Plaintiff's employment with the Company, he was criticized for  
6 being "too slow." Indeed, even though Plaintiff was hired to work five days per week, he was only  
7 assigned two to three shifts per week because he was "too slow" and therefore "not compatible with a  
8 fulltime position." The dispatchers prodded Plaintiff to increase his rate, texting him messages like  
9 "Pick it up bro you are falling behind," "You almost done?" and "You are falling behind pick it up you  
10 got one of the smallest route [sic] and are falling behind." When Plaintiff explained that one reason for  
11 his slow delivery rate was needing to stop and use the restroom, the dispatchers repeatedly advised  
12 Plaintiff to "hold" his urine or wait to use the restroom until after his deliveries were completed. When  
13 Plaintiff called the dispatchers to request a short break to use the restroom, these requests were  
14 routinely denied. Eventually, Plaintiff developed a urinary tract infection due his inability to take  
15 restroom breaks. From that point on, Plaintiff resolved to use the restroom when he needed to—this, in  
16 turn, caused the Company to continue to criticize him for being "too slow."

17 11. On March 4, 2018, Plaintiff informed the dispatchers that he was unable to take his  
18 daily 30-minute lunch breaks due to the rigorous delivery rate requirements. In a series of messages  
19 sent to the dispatcher on duty, Plaintiff asked whether the Company was "deducting lunch time,"  
20 explained that "I never take a lunch break at all," and requested that he be paid for the time he spent  
21 working rather than taking the lunch break. Notwithstanding that complaint, the Company did nothing  
22 to alleviate the matter. Accordingly, Plaintiff found himself in a work environment in which he was  
23 forced to routinely skip lunch and rest breaks.

24 12. On April 15, 2018, Plaintiff reported to his usual dispatching center in Commerce,  
25 California. When he arrived, he was informed that the Commerce center did not have enough work for  
26 him and was instructed to drive to a different dispatching center in Rosemead, California—despite the  
27 fact that he had been hired to work out of the Commerce center and had never been asked to work from  
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1 another center previously. Plaintiff asked the dispatcher on duty, Jen, whether he would be reimbursed  
2 for the gas and mileage to drive from Commerce to Rosemead; the dispatcher laughed in response and  
3 refused this request. Because Plaintiff's schedule was being changed dramatically without notice, and  
4 because the Company refused to reimburse him for the gas and mileage he was to incur due to its  
5 mistake, Plaintiff refused to report to the Rosemead location that day.

6 13. In retribution for his myriad complaints and refusal to drive to Rosemead without  
7 reimbursement, the Company did not schedule Plaintiff to work for any date after April 15 and, on  
8 April 20, the Company terminated Plaintiff's employment.

9 14. Shortly after Plaintiff learned he had been terminated, he called the main manager at the  
10 Commerce facility, Jorge Reynoso. At first, Reynoso refused to answer Plaintiff's calls; accordingly,  
11 Plaintiff emailed a Company manager, Ivan Mercado, for assistance. Later, when Reynoso finally did  
12 answer, Plaintiff asked why he had been terminated. Reynoso laughed in response and refused to give  
13 an answer. Plaintiff then stated this was unfair, particularly because the Company had unlawfully  
14 required drivers to speed, refused to give lunch and rest breaks, forced drivers to urinate into bottles,  
15 and refused to alleviate the smell and presence of urine in delivery vehicles. Again, Reynoso laughed at  
16 Plaintiff and told him to "go get a lawyer."

#### 17 **Managing Agents**

18 15. The Company's conduct, as described in paragraphs 6-14 above, was performed or  
19 ratified by managing agents of the Company, including, but not limited to, Jorge Reynoso, Ivan  
20 Mercado, Geo (last name unknown), and Jen (last name unknown) (collectively, the "Managing  
21 Agents"). The Managing Agents were each responsible for overseeing a substantial portion of the  
22 Company's business operations, and each exercised substantial discretionary authority over vital  
23 aspects of such operations including making significant decisions that affect the Company's internal  
24 policies. The Managing Agents engaged in malicious, fraudulent, and oppressive conduct that justifies  
25 an award of punitive damages.

26 16. In committing the foregoing acts as set forth above in paragraphs 6-14 above, the  
27 Managing Agents willfully disregarded Plaintiff's right to be free from unlawful retaliation and  
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1 wrongful termination.

2 17. In committing the foregoing acts as set forth in paragraphs 6-14 above, the Managing  
3 Agents acted despicably and subjected Plaintiff to cruel and unjust hardship in conscious disregard for  
4 his rights under California law. The Managing Agents' conduct demonstrates a callous indifference for  
5 the law and Plaintiff's rights.

6 18. In committing the foregoing acts as set forth in paragraphs 6-14 above, the Managing  
7 Agents intended to cause emotional and financial injury to Plaintiff. Specifically, the Managing Agents  
8 terminated Plaintiff's employment unlawfully with the intent to cause him severe emotional distress, or  
9 at least without regard for the consequences on Plaintiff's career, livelihood, and his emotional  
10 wellbeing.

11 IV.

12 FIRST CAUSE OF ACTION

13 (Retaliation in Violation of Labor Code § 6310)

14 (On Behalf of Plaintiff Against Defendant)

15 19. Plaintiff realleges and incorporates by reference paragraphs 1-18, inclusive, of this First  
16 Amended Complaint as though fully set forth herein.

17 20. California Labor Code section 6310(b) prohibits employers from retaliating against  
18 employees for making bona fide oral or written complaints to their employers regarding "unsafe  
19 working conditions, or work practices." Cal. Lab. Code §6310(b).

20 21. As set forth above, Plaintiff made bona fide oral and written complaints to the Company  
21 about its unsafe working conditions and work practices. Thereafter, the Company retaliated against  
22 Plaintiff for making those complaints by refusing to assign him to a fulltime schedule and terminating  
23 his employment. The Company's conduct therefore violated Labor Code section 6310(b).

24 22. As a proximate result of the Company's conduct, Plaintiff suffered and continues to  
25 suffer damages in terms of lost wages, lost bonuses, lost benefits, and other pecuniary loss according to  
26 proof. Plaintiff has also suffered and will continue to suffer physical and emotional injuries, including  
27 nervousness, humiliation, depression, anguish, embarrassment, fright, shock, pain, discomfort, fatigue,  
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1 and anxiety. The amount of Plaintiff's damages will be ascertained at trial.

2 23. The Company's conduct, as described in paragraphs 6-14 above, was performed or  
3 ratified by managing agents of the Company, including, but not limited to, Jorge Reynoso, Ivan  
4 Mercado, Geo (last name unknown), and Jen (last name unknown). The Managing Agents were each  
5 responsible for overseeing a substantial portion of the Company's business operations, and each  
6 exercised substantial discretionary authority over vital aspects of such operations including making  
7 significant decisions that affect the Company's internal policies. The Managing Agents engaged in  
8 malicious, fraudulent, and oppressive conduct that justifies an award of punitive damages.

9 24. In committing the foregoing acts as set forth above in paragraphs 6-14 above, the  
10 Managing Agents willfully disregarded Plaintiff's right to be free from unlawful retaliation and  
11 wrongful termination.

12 25. In committing the foregoing acts as set forth in paragraphs 6-14 above, the Managing  
13 Agents acted despicably and subjected Plaintiff to cruel and unjust hardship in conscious disregard for  
14 his rights under California law. The Managing Agents' conduct demonstrates a callous indifference for  
15 the law and Plaintiff's rights.

16 26. In committing the foregoing acts as set forth in paragraphs 6-14 above, the Managing  
17 Agents intended to cause emotional and financial injury to Plaintiff. Specifically, the Managing Agents  
18 terminated Plaintiff's employment unlawfully with the intent to cause him severe emotional distress, or  
19 at least without regard for the consequences on Plaintiff's career, livelihood, and his emotional  
20 wellbeing.

21 27. Plaintiff has been generally damaged in an amount within the jurisdictional limits of this  
22 Court.  
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V.

**SECOND CAUSE OF ACTION**

**(Retaliation in Violation of Labor Code § 232.5)**

**(On Behalf of Plaintiff Against Defendant)**

28. Plaintiff realleges and incorporates by reference paragraphs 1-27, inclusive, of this First Amended Complaint as though fully set forth herein.

29. California Labor Code section 232.5(c) prohibits employers from discharging, disciplining, or otherwise discriminating against an employee who discloses information about the employer's working conditions. *See* Cal. Lab. Code § 232.5(c).

30. As set forth above, Plaintiff repeatedly disclosed information to the Company regarding the Company's working conditions. In retaliation for making those disclosures, the Company refused to assign Plaintiff to a fulltime schedule and terminated his employment. The Company's conduct therefore constituted unlawful retaliation in violation of California Labor Code section 232.5(c).

31. As a proximate result of the Company's conduct, Plaintiff suffered and continues to suffer damages in terms of lost wages, lost bonuses, lost benefits, and other pecuniary loss according to proof. Plaintiff has also suffered and will continue to suffer physical and emotional injuries, including nervousness, humiliation, depression, anguish, embarrassment, fright, shock, pain, discomfort, fatigue, and anxiety. The amount of Plaintiff's damages will be ascertained at trial.

32. The Company's conduct, as described in paragraphs 6-14 above, was performed or ratified by managing agents of the Company, including, but not limited to, Jorge Reynoso, Ivan Mercado, Geo (last name unknown), and Jen (last name unknown). The Managing Agents were each responsible for overseeing a substantial portion of the Company's business operations, and each exercised substantial discretionary authority over vital aspects of such operations including making significant decisions that affect the Company's internal policies. The Managing Agents engaged in malicious, fraudulent, and oppressive conduct that justifies an award of punitive damages.

33. In committing the foregoing acts as set forth above in paragraphs 6-14 above, the Managing Agents willfully disregarded Plaintiff's right to be free from unlawful retaliation and



1 wrongful termination.

2 34. In committing the foregoing acts as set forth in paragraphs 6-14 above, the Managing  
3 Agents acted despicably and subjected Plaintiff to cruel and unjust hardship in conscious disregard for  
4 his rights under California law. The Managing Agents' conduct demonstrates a callous indifference for  
5 the law and Plaintiff's rights.

6 35. In committing the foregoing acts as set forth in paragraphs 6-14 above, the Managing  
7 Agents intended to cause emotional and financial injury to Plaintiff. Specifically, the Managing Agents  
8 terminated Plaintiff's employment unlawfully with the intent to cause him severe emotional distress, or  
9 at least without regard for the consequences on Plaintiff's career, livelihood, and his emotional  
10 wellbeing.

11 36. Plaintiff has been generally damaged in an amount within the jurisdictional limits of this  
12 Court.

13 VI.

14 **THIRD CAUSE OF ACTION**

15 **(Retaliation in Violation of Labor Code § 1102.5)**

16 **(On Behalf of Plaintiff Against Defendant)**

17 37. Plaintiff realleges and incorporates by reference paragraphs 1-36, inclusive, of this First  
18 Amended Complaint as though fully set forth herein.

19 38. California Labor Code section 1102.5(b) prohibits an employer from retaliating against  
20 an employee for "disclosing information . . . to a person with authority over the employee . . . if the  
21 employee has reasonable cause to believe the information discloses a violation of state or federal  
22 statute, or a violation of or noncompliance with a local, state, or federal rule or regulation." Cal. Lab.  
23 Code § 1102.5(b).

24 39. California Labor Code section 1102.5(c) prohibits an employer from retaliating against  
25 an employee for "refusing to participate in an activity that would result in a violation of state or federal  
26 statute, or a violation of or noncompliance with a local, state, or federal rule or regulation." Cal. Lab.  
27 Code § 1102.5(c).  
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1           40.     As set forth in paragraphs 6-14 above, Plaintiff repeatedly disclosed information that he  
2 had reasonable cause to believe constituted a violation of state or federal law, including OSHA (29  
3 C.F.R. § 1910 et seq.), Cal-OSHA (Labor Code § 6300 et seq.), California Speed Laws (Vehicle Code  
4 § 22348 et seq.), California Labor Code § 512 ("Meal periods; requirements . . ."); Industrial Welfare  
5 Commission Order No. 9-2001 ("Transportation Industry"), and California Labor Code § 2802  
6 ("Indemnification for employee's expenses and losses in discharging duties. . ."). Plaintiff also refused  
7 to participate in certain illegal conduct, including speeding, driving without a seatbelt, and creating a  
8 hazardous work environment by urinating into bottles in the Company's delivery vehicles. In response,  
9 the Company refused to assign Plaintiff to a fulltime schedule and terminated his employment. The  
10 Company's conduct therefore constituted unlawful retaliation on account of Plaintiff's protected  
11 activity in violation of California Labor Code section 1102.5(b) and (c).

12           41.     As a proximate result of the conduct of the Company, Plaintiff has suffered and will  
13 continue to suffer damages in terms of lost wages, lost bonuses, lost benefits, and other pecuniary loss  
14 according to proof. Plaintiff has also suffered and will continue to suffer physical and emotional  
15 injuries, including nightmares, nervousness, humiliation, depression, anguish, embarrassment, fright,  
16 shock, pain, discomfort, fatigue, and anxiety. The amount of Plaintiff's damages will be ascertained at  
17 trial.

18           42.     The Company's conduct, as described in paragraphs 6-14 above, was performed or  
19 ratified by managing agents of the Company, including, but not limited to, Jorge Reynoso, Ivan  
20 Mercado, Geo (last name unknown), and Jen (last name unknown). The Managing Agents were each  
21 responsible for overseeing a substantial portion of the Company's business operations, and each  
22 exercised substantial discretionary authority over vital aspects of such operations including making  
23 significant decisions that affect the Company's internal policies. The Managing Agents engaged in  
24 malicious, fraudulent, and oppressive conduct that justifies an award of punitive damages.

25           43.     In committing the foregoing acts as set forth above in paragraphs 6-14 above, the  
26 Managing Agents willfully disregarded Plaintiff's right to be free from unlawful retaliation and  
27 wrongful termination.  
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44. In committing the foregoing acts as set forth in paragraphs 6-14 above, the Managing Agents acted despicably and subjected Plaintiff to cruel and unjust hardship in conscious disregard for his rights under California law. The Managing Agents' conduct demonstrates a callous indifference for the law and Plaintiff's rights.

46. Plaintiff has been generally damaged in an amount within the jurisdictional limits of this Court.

#### **FOURTH CAUSE OF ACTION**

**(On Behalf of Plaintiff Against Defendant)**

48. The Company terminated Plaintiff's employment in violation of important and well-established public policies, set forth in various state statutes and provisions including, but not limited to, California Labor Code sections 6310, 232.5, and 1102.5.

50. The Company's conduct, as described in paragraphs 6-14 above, was performed or

1 ratified by managing agents of the Company, including, but not limited to, Jorge Reynoso, Ivan  
2 Mercado, Geo (last name unknown), and Jen (last name unknown). The Managing Agents were each  
3 responsible for overseeing a substantial portion of the Company's business operations, and each  
4 exercised substantial discretionary authority over vital aspects of such operations including making  
5 significant decisions that affect the Company's internal policies. The Managing Agents engaged in  
6 malicious, fraudulent, and oppressive conduct that justifies an award of punitive damages.

7 51. In committing the foregoing acts as set forth above in paragraphs 6-14 above, the  
8 Managing Agents willfully disregarded Plaintiff's right to be free from unlawful retaliation and  
9 wrongful termination.

10 52. In committing the foregoing acts as set forth in paragraphs 6-14 above, the Managing  
11 Agents acted despicably and subjected Plaintiff to cruel and unjust hardship in conscious disregard for  
12 his rights under California law. The Managing Agents' conduct demonstrates a callous indifference for  
13 the law and Plaintiff's rights.

14 53. In committing the foregoing acts as set forth in paragraphs 6-14 above, the Managing  
15 Agents intended to cause emotional and financial injury to Plaintiff. Specifically, the Managing Agents  
16 terminated Plaintiff's employment unlawfully with the intent to cause him severe emotional distress, or  
17 at least without regard for the consequences on Plaintiff's career, livelihood, and his emotional  
18 wellbeing.

19 54. Plaintiff has been generally damaged in an amount within the jurisdictional limits of this  
20 Court.

## 21 VIII.

### 22 PRAYER FOR RELIEF

23 1. For general damages, including emotional distress damages, according to proof on each  
24 cause of action for which such damages are available and not exceeding \$250,000.

25 2. For special damages, according to proof on each cause of action for which such  
26 damages are available and not exceeding \$250,000.

27 3. For punitive damages, according to proof on each cause of action for which such  
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1 damages are available and not exceeding \$500,000.

2 4. For a statutory penalty not exceeding \$10,000 pursuant to Labor Code sections  
3 1102.5(f) and 1105.

4 5. For prejudgment interest and post-judgment interest according to law.

5 6. For reasonable attorneys' fees incurred in this action pursuant to California Code of  
6 Civil Procedure section 1021.5.

7 7. For costs of suit incurred in this action.

8 8. For such other and further relief that the Court deems proper and just.

9 Dated: August 28, 2018

RISE LAW FIRM, PC

10  
11 By: 

JANA M. MOSER  
MEGHAN K. MAHER

12 Attorneys for Plaintiff JOSE CEJA  
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DEMAND FOR JURY TRIAL

Plaintiff Jose Ceja hereby demands a trial by jury on all causes of action alleged herein in the First Amended Complaint for Damages.

Dated: August 28, 2018

RISE LAW FIRM, PC

By:

  
JANA M. MOSER  
MEGHAN K. MAHER

Attorneys for Plaintiff JOSE CEJA

08/30/2018

**PROOF OF SERVICE**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is: 5900 Wilshire Blvd., Suite 2600, Los Angeles, California 90036-5013. On August 28, 2018, I served the foregoing document(s) that, as indicated therein, are described as:

**FIRST AMENDED COMPLAINT FOR DAMAGES.**

On the interested party(-ies) by placing a true copy thereof in a sealed envelope(s) addressed as follows:

Northwest Registered Agent, Inc.  
1267 Willis St., Suite 200  
Redding, CA 96001

Agent for Service of Process

☒ **(HAND DELIVERY)** By submitting a true and correct copy of the above document(s) to our attorney service, One Legal to be personally delivered by hand to the addressee(s) listed above.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 28, 2018, in Los Angeles, California.

Maximina Torres

[Print Name of Person Executing Proof]

[Signature]

08/30/2018

[PROOF OF SERVICE]